



Report to the Auburn City Council

Action Item

6

Agenda Item No.

City Manager's Approval

To: Mayor and City Council
From: Bernie Schroeder, Director of Public Works
By: Carie Huff, P.E., Associate Civil Engineer
Date: April 14, 2014
Subject: Donovan Parcel Map – LS 05-2

The Issue

Shall the City Council approve the Donovan Parcel Map and authorize it to be filed with the Placer County Recorder's office?

Conclusions and Recommendation

Staff recommends that the City Council, by **RESOLUTION**, approve the Donovan Parcel Map (Parcel Map LS 05-2) for recording at the Placer County Recorder's Office.

Background

The Donovan property consists of an existing undeveloped 20,758 square foot parcel. The applicant requested to subdivide the 20,758 square foot parcel into two parcels; one at 7,020 square feet and the other at 13,758 square feet. The project is located near the intersection of Lincoln Way and East Electric Street. The tentative parcel map was approved by the City of Auburn on November 6, 2007 and with the current state extensions will expire on November 6, 2016. The Conditions of Approval specifically addressed the location and maintenance of the sewer laterals and the maintenance of the access road to the rear lot (please see attached agreements). The proposed sewer line will tie into the existing sewer service lateral on the neighboring property at 196 Lincoln Way and the sewer maintenance agreement will be recorded concurrently with the Parcel Map. The applicant has paid a security deposit for the faithful performance and labor and materials to complete the sewer tie-ins and the electrical work for the neighboring property. The Parcel Map has been reviewed and approved by the City Engineer and all of the necessary fees have been paid by the applicant.

Alternatives Available to Council; Implications of Alternatives

Because the applicant has paid all of the necessary fees and met all of the conditions of approval, acceptance is appropriate.

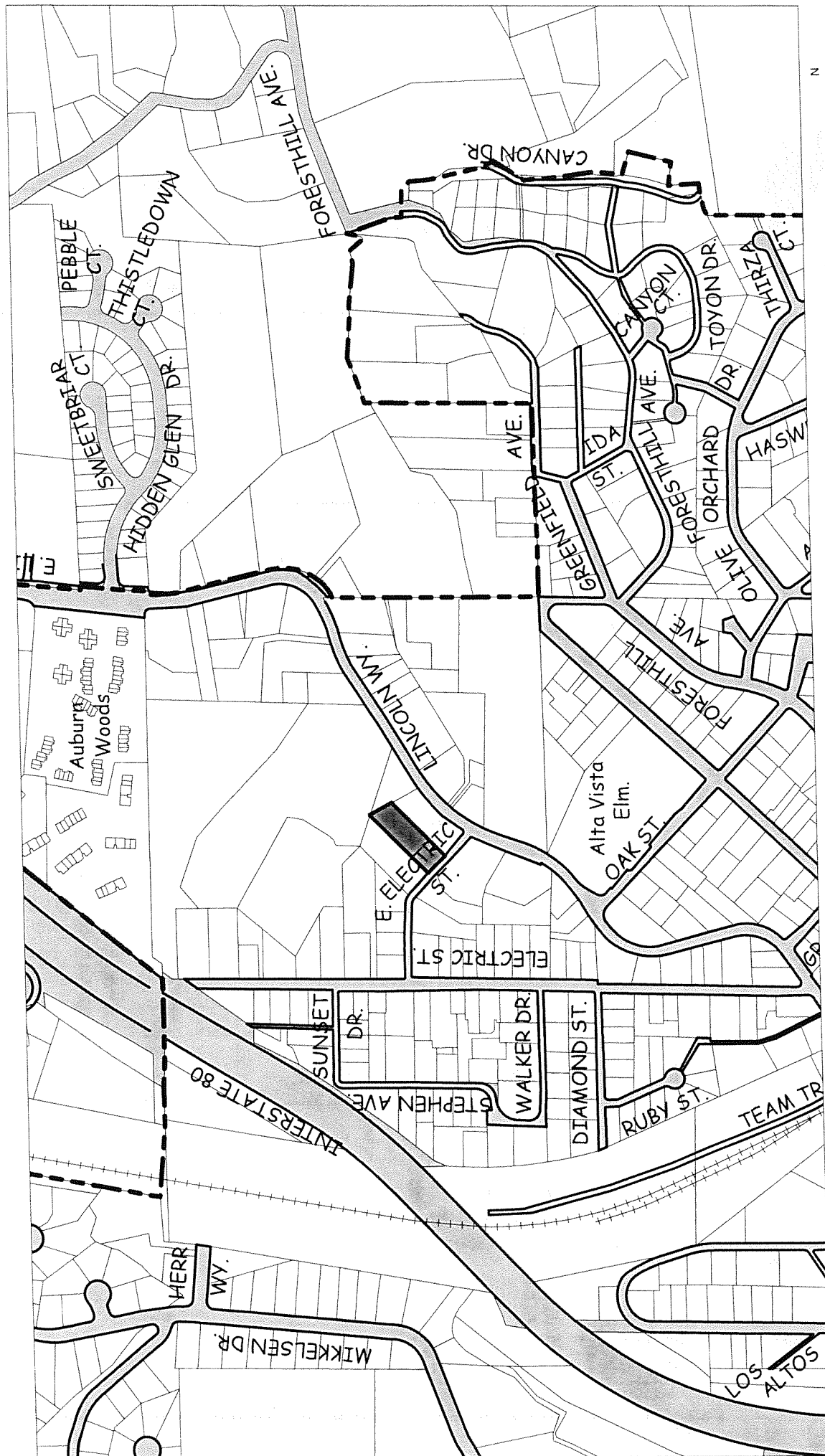
Fiscal Impact

The creation of the additional single family lot will require additional City services; however, the costs of providing these services should be offset by the revenue which is generated by the new lot.

Attachments:

1. Vicinity Map
2. Parcel Map
3. Road Maintenance Agreement
4. Sewer Maintenance Agreement
5. Resolution

Vicinity Map - Donovan Parcel Map



OWNER'S STATEMENT

The undersigned hereby certify that they are the owners of or have some right, title or interest in the real property included within this subdivision, that they hereby consent to the preparation and recording of this map, that they hereby irrevocably offer to dedicate to public use public utility easements, on, over, under and across those strips of land designated "P.U.E." and "M.P.E." for any and all utility service facilities including but not limited to poles, wires and conduits for electrical, telephone, television, gas, storm, sanitary sewer and water services and all appurtenances thereto, together with the right to trim and remove trees and vegetation.

The Donovan Trust Dated November 15, 2002

Reynold Drew Donovan, Trustee Deborah Lynne Donovan, Trustee

ACKNOWLEDGMENT

State of California
County of Placer

On _____, 2014, before me, _____ personally appeared Reynold Drew Donovan and Deborah Lynne Donovan who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that they executed the instrument as the persons or entity upon behalf of which the persons acted, executed the instrument (I certify under penalty of perjury that I am a duly licensed public notary under the laws of the State of California that the foregoing paragraphs are true and correct.

Witness my hand and official seal

Signature _____

Print Name _____

My Commission Expires _____

My Principal Place of Business is in the County of _____

CITY COUNCIL STATEMENT

The City Council of the City of Auburn, County of Placer, State of California, by Resolution adopted at a regular meeting held on the _____ day of _____, 2014 did approve this map and accepts the map on behalf of the public the easements as offered herein and designated "P.U.E." and "M.P.E." for public and private utility purposes.

Mayor, City of Auburn

CITY SURVEYOR'S STATEMENT

This map has been inspected by me and I am satisfied that this map is technically correct.

Edward M. Guliani, LS5907
City Surveyor

NOTE

This parcel map is being recorded concurrently with the Road Maintenance Agreement and Sewer Maintenance, recorded as Document No. _____ O.R.P.C. _____ and dated _____.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based on a field survey in accordance with the requirements of the Subdivision Map Act and the provisions of the California Map Act. I hereby state that this parcel map substantially conforms to the approved or conditionally approved tentative map, if any, that all monuments are the character and occupy the positions indicated, that all monuments are sufficient to enable the survey to be retraced.

Dated _____
Ralph Miller, L.S. 3639

CITY ENGINEER'S STATEMENT

I, Edward M. Guliani, City Engineer, City of Auburn, State of California hereby certify that I have examined this map, that this Parcel Map is substantially the same as it appeared on the tentative map approved by the Planning Commission and that all provisions of the Subdivision Map Act and local ordinance applicable at the time of approval of the tentative map have been complied with.

Dated _____
Edward M. Guliani, RCE 34705
City Engineer

RECORDER'S STATEMENT

Filed this _____ day of _____, 2014, at _____ M
in Book _____ of Parcel Maps at Page _____ at the
request of the Donovan Family Trust.

File _____ Jim McCauley
Placer County Recorder

Fee _____ by _____ Deputy

PARCEL MAP LS 05-02
DONOVAN TRUST PROPERTY
LOT 3 BLOCK 1 SIERRA TOYON SUBDIVISION
FILED IN BOOK "E" MAPS, PAGE 67, P.C.R.
NE 1/4 SEC. 10, T12N-R8E, M.D.M.
CITY OF AUBURN, PLACER COUNTY, CA.
RALPH MILLER, LS 3639 FEBRUARY 2008

BOOK PARCEL MAPS, PAGE

BASIS OF BEARING

Bearings hereon are record per "E" Maps 67.
Based on monuments found and shown.

NOTE

In addition to standard City of Auburn setbacks a special setback of thirty five (35) feet shall be applied to the Northeast boundary of Parcel 2 to protect existing oak tree growth.

Construction improvements including future construction on Parcel 2 shall comply with the conditions of approval of Tree Permit 07-12

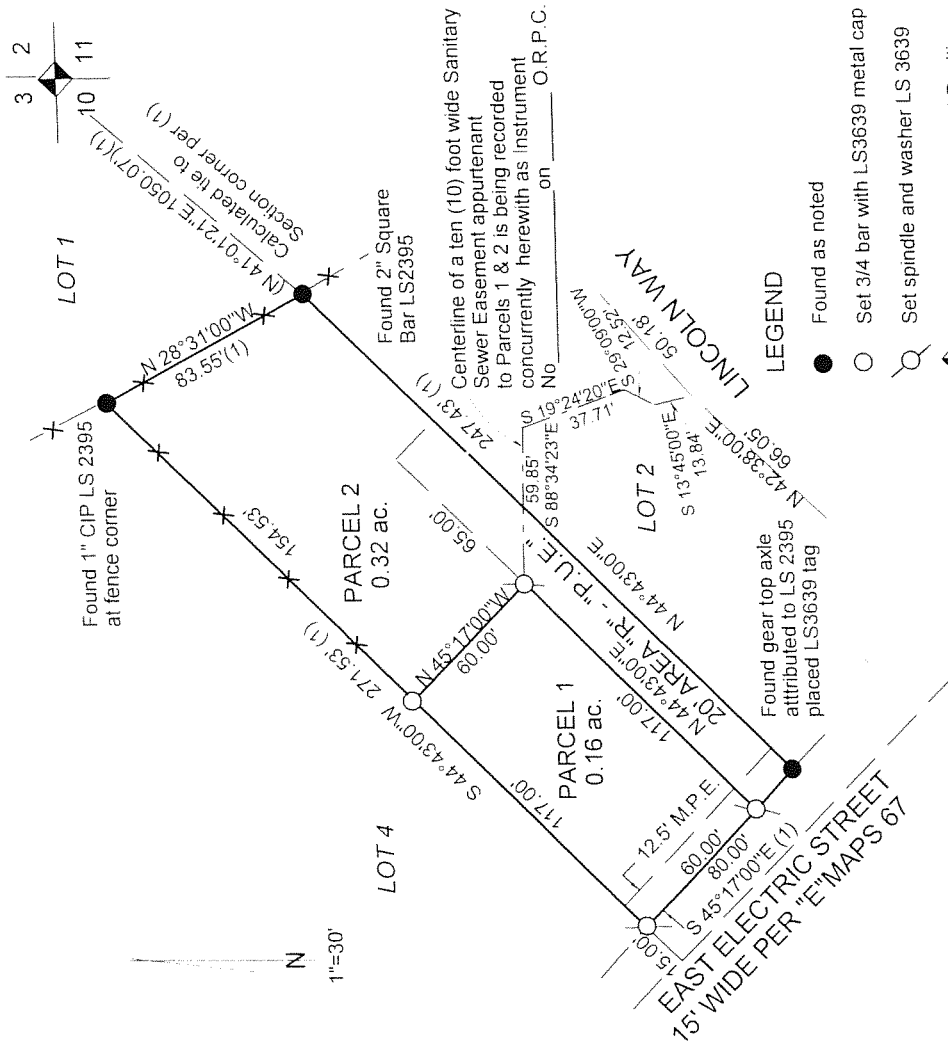
Area "R" shown hereon is a "P.U.E." and access easement for Parcel 1 and 2 and for adjacent Lot 2, Block 1, "E" Maps at Page 67 P.C.R.

This parcel map is being recorded concurrently with the Road Maintenance Agreement and Sewer Maintenance Agreement, recorded as Instrument No. _____ on _____ 2014, Official Records of Placer County

A ten (10) foot wide Sanitary Sewer Easement appurtenant to Parcels 1 and 2 is being recorded concurrently as Instrument No. _____ on _____ Official Records of Placer County

The P.G. & E. water line shown on the Sierra Toyon Subdivision was not located during this survey. P.G. & E. has no specific records as to the present or past existence of said pipeline.

PARCEL MAP LS 05-02
DONOVAN TRUST PROPERTY
LOT 3 BLOCK 1 SIERRA TOYON SUBDIVISION
FILED IN BOOK "E" MAPS, PAGE 67, P.C.R.
NE 1/4 SEC. 10, T12N-R8E, M.D.M.
CITY OF AUBURN, PLACER COUNTY, CA.
RALPH MILLER, LS 3639 FEBRUARY 2008



LEGEND

- Found as noted
- Set 3/4 bar with LS3639 metal cap
- ⊗ Set spindle and washer LS 3639
- ▣ Section Corner - Record Position
- (1) "E" Maps 67 P.C.R.
- "M.P.E." Multipurpose Easement
- "P.U.E." Public Utility Easement

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.

2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.

3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.

4. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.

5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.

6. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.

7. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owner shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof as if this agreement were not in effect.

8. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental agency. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.

Road Maintenance Agreement Continued

9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owner shall be subject to all the benefits and duties herein.

IN WITNESS WHEREOF, we have executed this declaration this 4th day of April, 2014, at Auburn, California.

EXHIBIT "A"

Area "R" - "P.U.E." as shown Parcel Map LS 05-02 filed in Book Of Parcel Maps at Page
O.R.P.C.

Located in the NE 1/4 of Section 10 Township 12 North, Range 8 East, M.D.M. Portion of Lot 3 of Block 1
Sierra Toyon Subdivision filed in Book "E" of Maps at Page 67, P.C.R. City of Auburn, Placer County, CA.

This maintenance agreement is for the mutual benefit of Parcel Map LS05-02 and Lot 2, Block 1 of said
Sierra Toyon Subdivision.

Eugene D. Donnan Trustee

Parcels 1 and 2 of Parcel Map LS 05-02

Deborah Lynn Donnan

Parcels 1 and 2 of Parcel Map LS 05-02

Each signature must be acknowledged (notarized).

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

)

)ss.

County of PLACER

)

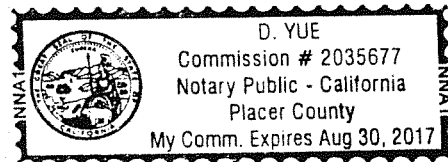
On April 4 2014 before me, D.YUE, Notary Public, personally appeared REYNOLD DREW DONOVAN AND DEBORAH LYNNE DONOVAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

D.YUE

(Seal)



PARCEL MAP NUMBER LS 0502

DECLARATION OF PRIVATE SEWER LINE MAINTENANCE

THE UNDERSIGNED HEREBY DECLARE that they are the owners of the sewer easements located, or to be located on Lot "2" and Sierra Toyon Subdivision filed in Book "E" of Maps at Page 67 P.C.R and Lots 1 and 2 as shown on Parcel Map LS 0502 Book _____ Page _____ O.R.P.C.

THE UNDERSIGNED FURTHER DECLARE that they are the owners of any easements shown on said parcel map and any and all appurtenances used with or attached to said lines for the purposes of sanitary sewer collection. Said appurtenances shall include, but not be limited to, sewer lines , access roads, parking and turn around areas, connections, pipes, or other sources as needed.

WE HEREBY AGREE AND DECLARE that we shall bear equal shares of any and all costs required to maintain said sewer line and appurtenances in a manner so that they are useable for sanitary sewer collection Said maintenance shall be under terms and conditions set forth herein:

1. REPAIRS SHALL BE MADE as soon as any damage is found or reported to any owner(s) of the parcels bound by this agreement. Repairs shall include the maintenance of the sewer lines and the removal of any and all vegetation that may accumulate in the lines and inlets, etc.
2. REPAIRS SHALL BE MADE as soon as possible, but in no case longer than 10 days after the discovery of or notification of any defects.
3. REPRESENTATIVE OF THE CITY OF AUBURN service entity shall have a right to inspect the facilities as the deem necessary. If said inspections are made they shall be made during normal working hours. DECLARANT or their successors shall not obstruct such inspection in any manner.
4. DECLARANT or his SUCCESSOR HEREBY AGREE that in the event defects are found during an inspection as described in Item 1 above they shall comply with Item 2 above to remedy the defect.
5. NOTHING HEREIN shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under any provision of law against other owners of said sewer line facilities.

IN WITNESS WHEREOF we have executed this declaration this 4th day of
April 2014, at Quilicura, CA

Reynold Drew Donovan Trustee

Reynold Drew Donovan, Trustee

Deborah Lynne Donovan TS

Deborah Lynne Donovan, Trustee

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

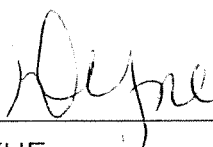
State of California)

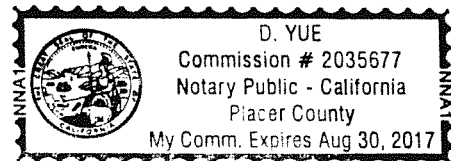
)ss.

County of PLACER)

On April 4 2014 before me, D.YUE, Notary Public, personally appeared REYNOLD DREW DONOVAN AND DEBORAH LYNNE DONOVAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)
D.YUE



1 RESOLUTION NO. 14-

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN
3 APPROVING THE DONOVAN PARCEL MAP (LS 05-2)

4 -----
5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6
7 WHEREAS, an application for approval of Parcel Map No. LS 05-2
8 was filed by:

9 Reynold and Deborah Donovan, Trustees

10 196 Lincoln Way

11 Auburn, CA 95603
12

13 Such Application is timely in that the applicant applied within the
14 approved timeframe as specified in Section 158.051 of the Auburn
15 Municipal Code and subsequent state extensions as required by the
16 Subdivision Map Act (the "Map Act") (See California Government Code
17 sections 66410 et seq.).
18

19 NOW THEREFORE, in consideration of the evidence received at the
20 Council meeting, and for the reasons discussed by the City Council at
21 that meeting and the reasons stated below, the City Council DOES
22 HEREBY RESOLVE to APPROVE Parcel Map LS 05-2 pursuant to the
23 attached findings:
24

- 25
26
27 • The City Engineer has certified that the parcel map is substantially
28 the same as the tentative map, is technically correct, and complies
with the requirements of the Subdivision Map Act and Chapter 158

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

of the Auburn Municipal Code.

- The Applicant has satisfied the conditions of approval of the tentative map.
- The application for approval of the parcel map was filed before the expiration of the tentative map.

DATED: April 14, 2014

Bridget Powers, Mayor

ATTEST:

Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 14th day of April, 2014 by the following vote on roll call:

Ayes:
Noes:
Absent:

Stephanie L. Snyder, City Clerk